

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	IP Security Agreement pursuant to that certain Credit and Guaranty Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insite Wireless Group, LLC, a Delaware limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Insite Wireless, LLC, a Delaware limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Insite Towers, LLC, a Delaware limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Insite Connect, LLC, a Delaware limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:
Idaho Tower Company, LLC, an Idaho limited liability company		11/28/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.
<b>Street Address:</b>	600 E. Las Colinas Blvd.
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3237152	

**CORRESPONDENCE DATA**

Fax Number: (214)758-1550  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2147581500  
 Email: sroberts@pattonboggs.com  
 Correspondent Name: Darren W. Collins

OP \$40.00 3237152

Address Line 1: 2001 Ross Avenue; Suite 3000  
Address Line 2: Patton Boggs LLP  
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0135
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/28/2007

**Total Attachments: 10**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "IP Security Agreement") is made and effective as of November 28, 2007, by Insite Wireless Group, LLC, a Delaware limited liability company ("Holdings"), InSite Wireless, LLC, a Delaware limited liability company ("InSite Wireless"), InSite Towers, LLC, a Delaware limited liability company ("InSite Towers"), InSite Connect, LLC, a Delaware limited liability company ("InSite Connect"), Idaho Tower Company, LLC, an Idaho limited liability company ("Idaho Tower", together with Holdings, InSite Wireless, InSite Towers and InSite Connect, individually and collectively, jointly and severally, the "Company" and/or "Companies"), certain subsidiaries of Holdings ("Subsidiaries", and together with Companies, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (in such capacity, "Agent"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

### RECITALS

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Agent and the lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts (the "Loan"); and

**WHEREAS**, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this Intellectual Property Security Agreement to Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure prompt and complete payment of the Loans and the performance and observance of all of Obligations under the Credit Documents, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement that is defined in the Credit Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “**Patents**”);

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and

without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

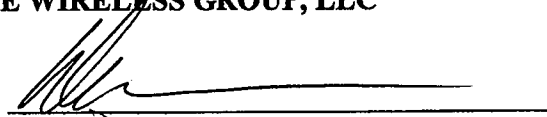
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IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement as of the date first written above.

**GRANTORS:**

**INSITE WIRELESS GROUP, LLC**

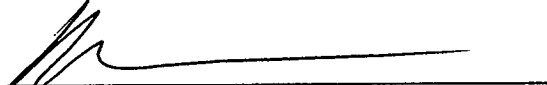
By:



Name: David E. Weisman  
Title: President

**INSITE WIRELESS, LLC**

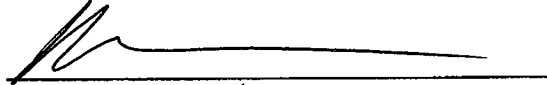
By:



Name: David E. Weisman  
Title: CEO

**INSITE TOWERS, LLC**

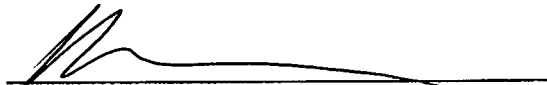
By:



Name: David E. Weisman  
Title: President

**INSITE CONNECT, LLC**

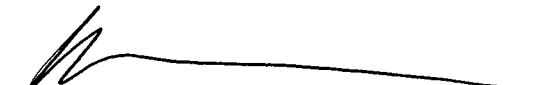
By:



Name: David E. Weisman  
Title: President

**IDAHO TOWER COMPANY, LLC**

By:



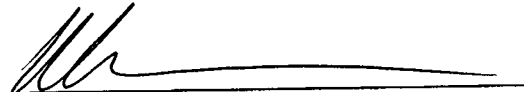
Name: David E. Weisman  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


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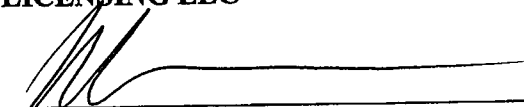
**WESTERN STATES TELEPORT**

By:   
Name: David E. Weisman  
Title: President

**SPECTRUM SITES, LLC**

By:   
Name: David E. Weisman  
Title: President

**M.U.T. LICENSING LLC**

By:   
Name: David E. Weisman  
Title: President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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**TRADEMARK**  
**REEL: 003668 FRAME: 0473**



**SCHEDULE A**  
**COPYRIGHT COLLATERAL**

**Registered Copyrights:**

None.

**Pending Copyright Applications:**

None.

**SCHEDULE B**  
**PATENT COLLATERAL**

**Registered Patents:**

None.

**Pending Patent Applications:**

None.

**SCHEDULE C**

**TRADEMARK COLLATERAL**

Registered Trademarks:

Mark: [Design]  
Jurisdiction: Federal  
Serial No.: 78918359  
Filing Date: June 27, 2006  
Registration No.: 3237152  
Registration Date: May 1, 2007

Pending Trademark Applications:

None.

**SCHEDULE D**

**DOMAIN NAMES**

**Domain Name** \_\_\_\_\_ **Record Owner**

None.